

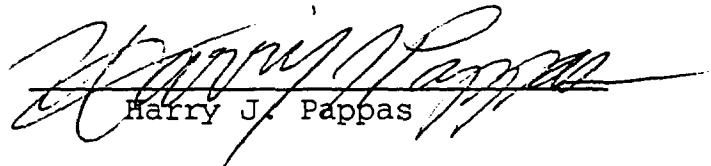
1 therefore, may suffer losses which may not be compensated by
2 money damages, or by any remedy at law;

3 (i.) The public interest will be damaged,
4 because football games of general viewing interest to the
5 consuming public in the future, as well as the aforementioned
6 games during the 1991 season, will not be televised.

7 22. The minimum time necessary to get the UOP game
8 in the T.V. Guide is 10 to 14 days and we need a minimum of
9 approximately 12 to 14 days to promote the game.

10 23. That each and every of the foregoing facts are
11 known to me of my own personal knowledge and I could and would
12 competently testify thereto if called as a witness herein.

13 Executed under the penalty of perjury on this 24th
14 day of October, 1991, in Visalia, California.

15 
16 Harry J. Pappas
17

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5 DECLARATION
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8 I, LISE' M. MARKHAM, declare:

9 1. That I am the Vice-President, Station Manager and
10 General Marketing Manager of Pappas Telecasting
11 Incorporated, licensee of commercial television broadcast
12 station, KMPH TV Channel 26, (hereinafter "KMPH"). KMPH
13 broadcasts free, over-the-air television service to the
14 cities of Fresno, Visalia, Bakersfield and other smaller
15 cities and rural areas in the San Joaquin Valley of
16 California. My duties include selling commercial time on
17 KMPH to those wishing to advertise their products.
18 Therefore, I must be familiar with the ratings of the
19 programs we air over KMPH. Further, I need to be familiar
20 with what competitors, such as SportsChannel, have to offer
21 advertisers;

22 2. KMPH has over a more than ten (10) year period
23 continuously broadcast Fresno State University football and
24 basketball games;

25 3. On behalf of KMPH, I directly participated in
26 negotiations with various advertisers leading to agreements

1 with them for their purchase of commercials to be broadcast
2 during Fresno State University ("FSU") football games;

3 4. One of those advertisers is Donaghy Sales, Inc.
4 ("Donaghy"). Donaghy is the local distributor for Anheuser-
5 Busch, Inc. ("Anheuser-Busch") products in Fresno and Madera
6 Counties. As with other advertisers, I negotiated the
7 agreement between KMPH, Donaghy and Anheuser-Busch pursuant
8 to which they agreed to purchase commercials advertising
9 Anheuser-Busch products. I am informed and believe and
10 thereupon state that Donaghy agreed to contribute
11 approximately 25% of the total cost of the advertising
12 agreement. These commercials were and are to be broadcast
13 during live telecasts of selected FSU football games on KMPH
14 during the 1991 football season.

15 5. Donaghy through and with Anheuser-Busch agreed to
16 purchase seven (7) thirty (:30) second commercials to be
17 aired during each of the six (6) FSU home and away football
18 games to be broadcast by KMPH:

19 Northern Illinois, Sept. 7, 1991, (home);
20 Washington State, Sept. 14, 1991, (away);
21 Oregon State, Sept. 21, 1991, (away);
22 New Mexico, October 5, 1991, (home);
23 New Mexico State, October 19, 1991 (away); and
24 Utah State, November 2, 1991, (away).

25 KMPH TV promised to deliver a 10 rating for males in the
26 18 to 49 age bracket. In other words, KMPH TV guaranteed
27 that ten percent (10%) of the men in the market area,
28 between the ages of 18 and 49 years, with televisions in the
29 households, would be watching each of these telecasts,

1 averaged over the total number of six (6) telecasts. KMPH
2 guaranteed a 10 rating based upon the average ratings for
3 FSU football telecasts in 1990. That average was 10.3 as
4 evidenced on the "1989-90 FSU Sports Ratings Recap", a true
5 and correct copy of which is attached hereto as Exhibit "I"
6 and incorporated herein by reference. Our average rating of
7 10.3 was higher than the single highest rated college game
8 telecast by our competitors. KFSN carried an ABC College
9 Football Special. That event received the highest rating
10 for any of our college football competitors. That event
11 received a rating of 9.3 as demonstrated on a document
12 entitled "Pure Program Ranker", a true and correct copy of
13 which is attached hereto as Exhibit "J" and incorporated
14 herein by reference. By contrast, the highest rated FSU
15 telecast on KMPH, during 1990, was the San Jose State game
16 which received a 17 rating.

17 6. The rate that they agreed to pay for each of these
18 commercial spots was based primarily upon KMPH's guarantee
19 of a 10 rating.

20 7. On or about September 9, or September 10, 1991, I
21 telephoned Mr. Drayton Marsh, the Director of Marketing for
22 Donaghy, advising him that due to a dispute between KMPH and
23 Prime Ticket that KMPH would be unable to broadcast the
24 Washington State and Oregon State games;

25 8. On or about October 7, 1991, I further advised Mr.
26 Marsh that KMPH was considering two (2) different, two (2)

1 game packages to replace the PAC-10 games. The first
2 alternative package contemplated substituting the University
3 of Pacific ("UOP"), November 9, 1991 (away) and San Jose
4 State University ("SJSU"), November 23, 1991, (home) games
5 for the two PAC-10 games.

6 The second alternative package contemplated substituting
7 the Long Beach State University ("LBSU") (home), October 12,
8 1991, and Cal State Fullerton, November 16, 1991 (home)
9 games;

10 9. Mr. Marsh informed me that the second alternative
11 package which included the Long Beach State and Fullerton
12 games was not an attractive package in that they were both
13 home games, against relatively weak competitors;

14 10. I concurred with Mr. Marsh's judgment that the
15 UOP/SJSU package was vastly superior. My judgment was based
16 upon the following factors: the traditional rivalry between
17 FSU and UOP, and the fact that it is an away game, and; that
18 the San Jose State game, although a home game, offered a
19 telecast of another traditional rivalry that might decide
20 the conference championship. I also believed that due to
21 the scheduling confusion caused by the inability to
22 broadcast the WSU and OSU games that there was insufficient
23 time to adequately promote the Long Beach State game, which
24 was an additional reason that game was so unattractive.

25 11. FSU football games are very popular among both our
26 viewers and advertisers as demonstrated by our 1990 ratings

(Ex. I). Undoubtedly, that is why Continental CableVision and SportsChannel have elected to "kick off" their newly cemented combination with the FSU vs. UNLV football game. They carried that game on Saturday night, October 26, 1991. They could have chosen, instead, a PAC-10 game or another event offered by SportsChannel. However, they announced on October 24, 1991, the creation of their relationship and promoted the FSU vs. UNLV game as their "kick off" event. A true and correct copy of the press release issued by Continental CableVision and received by KMPH is attached hereto as Exhibit "K" and incorporated herein by reference. FSU had the lowest home attendance in approximately ten (10) years last Saturday night while Continental Cablevision and SportsChannel carried the game on cable.

12. Attached hereto as Exhibits "L" and "M" are true and correct copies of two (2) contracts between Creative Sports Marketing, Inc. and the Big West Conference, dated January 31, 1989 and April, 1990, respectively. These contracts have been maintained as business records at KMPH in the normal course and scope of our business which includes becoming and remaining knowledgeable about our competitors.

Each and every of the foregoing facts is known to me of my own personal knowledge and I would and could competently testify thereto if called as a witness in the above entitled matter.

1 Executed under the penalty of perjury on this 28 date
2 of October, 1991, in the City of Fresno, California.

3
4
5

Lise M. Markham
Lise M. Markham

EXHIBIT 7

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

---oOo---

PAPPAS TELECASTING, INC., a
California corporation, and as
Public Trustee,

Plaintiff,

vs.

NO. CV-F92-5589-OWW

PRIME TICKET NETWORK, a
California Limited Partnership,
CVN, INC., THE PACIFIC-10
CONFERENCE, a California
non-profit association, CAPITAL
CITIES/ABC, INC., a New York
corporation, and DOES 1 through
20, inclusive,

Defendants.

---oOo---

DEPOSITION OF THOMAS C. HANSEN

VOLUME I

(Pages 1 - 159)

Wednesday, November 3, 1993

---oOo---

**CERTIFIED
COPY**

REPORTED BY: LAURA A. HOBIZAL, CSR NO. 9711

1 documents that Mr. Hauser gave me and declarations and
2 possibly other pleadings in this case, did you look at any
3 other documents in preparation for your deposition today?

4 A. Not that I recall.

5 MR. CRIPE: Let the record reflect that
6 Mr. Hauser has given me a memorandum dated August 9, 1991
7 to the Pac-10 men's administrative committee from Kirk
8 Hendrix, which I will mark in the right-hand corner as
9 one.

10 A letter and attachments, which apparently are
11 copies of the amendment to the Pac-10/Prime Ticket
12 contract, dated September 6th, 1992, I will mark as two.

13 MR. HAUSER: The first document that you
14 mentioned, I think there are two of them clipped
15 together.

16 MR. CRIPE: Excuse me, you're correct. The
17 first document is the August 9, 1991 memorandum. There is
18 a second memorandum dated May 21, 1991, and I'll mark that
19 as 1a.

20 The letter dated September 6th, 1990 and
21 attachments is marked as Exhibit 2. It is a letter to
22 John Severino from Thomas Hansen with attachments as
23 indicated.

24 Next is a letter of transmission from John Hauser
25 to Messrs. Hansen, Delany, and Lulla dated November 15,
26 1989, enclosing a copy of the 1989 through 1996 regular

1 season football television rights contract.

2 MR. HAUSER: You'll find at the end of this that
3 there's an amendment to that same agreement and a letter
4 relating to it.

5 MR. CRIPE: Next I'll mark as Exhibit 4 a
6 document entitled Agreement, which appears to be an
7 agreement between the Pac-10 and the College Football
8 Association respecting so-called cross-over games and
9 perhaps other issues. It's dated June of 1991. It's a
10 three-page document.

11 MR. HAUSER: Big Ten is also a party to that.

12 MR. CRIPE: Excuse me, you're correct.

13 Next we'll mark as Exhibit 5 a March 27, 1991
14 memorandum to the Pac-10 television administrators from
15 Kirk A. Hendrix.

16 Next we'll mark as Exhibit 6 a document entitled
17 First Amendment to Pacific-10 Conference/Prime Ticket
18 Network Cable Television Agreement, effective August 30,
19 1990.

20 MR. HINMAN: August 3rd actually, I think.

21 MR. CRIPE: You're right. What did I say, 30?

22 MR. HINMAN: Yeah.

23 MR. CRIPE: Excuse me. It's August 3rd.

24 Next we'll mark as Exhibit 7 the Prime Ticket
25 Network/Pac-10 contract summary for the seasons 1989-90 to
26 1994-95 with an option through 1998-99.

1 Next is Exhibit 8.

2 MR. HAUSER: Again, the one you marked as seven,
3 I guess, has attached to it the actual Prime Ticket
4 agreement as well.

5 MR. CRIPE: Okay. Exhibit 8 is a letter to
6 Mr. Severino dated September 6th, 1990 from Thomas C.
7 Hansen transmitting "original copies of the amendment to
8 the Pac-10/Prime Ticket contract to accommodate our
9 agreement with ESPN."

10 We'll mark as Exhibit 9 Mr. Hansen's declaration
11 that he submitted in support of the Pac-10 motion for
12 summary judgment.

13 Counsel, could we stipulate to foundational
14 matters as to these documents so I don't need to go into
15 all of that stuff? They're business records of the Pac-10
16 kept in the normal course and scope --

17 MR. HAUSER: That's correct. We'll so
18 stipulate.

19 MR. CRIPE: Thank you.

20 Q. Prior to your deposition today, have you had any
21 conversations with any individuals purporting to represent
22 any of the other parties in this litigation, including
23 Prime Ticket Network, Capital Cities, ABC, ESPN, any other
24 parties in this litigation?

25 A. That is, counsel for them?

26 Q. Counsel or other representatives concerning this

1 litigation.

2 A. Yes, I have.

3 Q. With whom have you had such discussions?

4 A. I spoke to David Downs of ABC.

5 Q. How do you spell that?

6 A. David Downs, D-o-w-n-s. He's vice president for
7 programming at ABC Sports.

8 Q. And when did you speak with him, sir?

9 A. This morning.

10 Q. Where were you when you spoke with him?

11 A. At my home.

12 Q. And where was he?

13 A. In his office.

14 Q. How long did the conversation last?

15 A. About ten minutes.

16 Q. And I would like for you to tell me what you said
17 to him and what he said to you.

18 A. What I said to him was in reviewing papers
19 yesterday, we found a game that ABC had televised, Notre
20 Dame-Michigan, on the September 14, 1991 Fresno
21 State-Washington State weekend, I believe. Up until that
22 time, yesterday that is, we were not aware -- I can't
23 speak for everybody, but I was not aware that they had
24 televised a game on that date. None of the papers that I
25 had seen revealed that.

26 Mr. Hinman had checked the television log of

1 Fresno for that particular date, the 14th and the 21st,
2 actually both dates, and he found it there. In talking
3 with me yesterday, he mentioned that. It does not show
4 here, and I couldn't understand why it didn't show.

5 I talked to Mr. Downs -- first of all, yesterday
6 we checked and found out from ABC that, yes, they had
7 televised it, so today I called Mr. Downs and said, "Did
8 you select it in the normal process? Why were we not
9 aware?" You've seen these three papers where Mr. Hendrix
10 is advising Pac-10 members that there will be certain ABC
11 games televised and Prime Ticket games televised. That
12 doesn't appear on any of our papers. "Why did you folks,
13 ABC, pick that late or what happened?" He looked in his
14 files and found letters to us early in the year of January
15 and March when they fulfilled their obligations to notify
16 us of the preliminary schedule and then actually September
17 games, first three weeks of September games. They had
18 notified us, according to his records, which I have no
19 reason to doubt.

20 I don't know if Mr. Hendrix, who served as our TV
21 officer for one year, thought that because it was a Big
22 Ten game as opposed to a Pac-10 game, we didn't have to
23 honor that as far as televising local games against it,
24 but, for whatever reason, we didn't list that. I called
25 Mr. Downs and said, "Did you pick this late?" He said,
26 "Let me look at my records." He looked at his records,

1 and he had the letters that he had sent to us notifying us
2 that that game was to be televised.

3 Q. Is that the sum and substance of the
4 conversation?

5 A. Yes, sir.

6 MR. HAUSER: Gary, let me say this. This won't
7 do any harm. The whole thing arose when in reviewing
8 Mr. Hansen's declaration yesterday, it appeared that one
9 thing he said in there might be in error and that has to
10 do with matters having to do with the television schedule
11 for that date. Mr. Hansen can explain that certainly
12 better than I can.

13 THE WITNESS: Well, we had said that a local
14 telecast could be conducted in the 12:30 time window of
15 that date Pacific time. Indeed it could not have been,
16 but the advice we gave to our members was that it could
17 be, so it was relying on the documents that Mr. Hendrix
18 had produced. I said in my declaration that they could
19 start at 12:30 and that's in error. It would have had to
20 be, I think, 9:45 a.m.

21 MR. CRIPE: Q. I'd like to direct your
22 attention to paragraph eleven on page six of your
23 declaration, which has been marked as Exhibit 9. There is
24 a sentence there, and I quote, "Thus, the FSU-WSU game
25 could have been telecast live commencing at any time up to
26 12:45 or after 6:15," and then the sentence goes on. Was

1 that the phrase which you believe now to be in error?

2 A. That's correct.

3 Q. And the reason that that phrase is in error is
4 because of the exclusivity agreement between the
5 Pac-10/Big Ten and ABC and because a game had been
6 selected by ABC, specifically the Notre Dame-Michigan game
7 to be shown during the exclusivity window?

8 A. That is correct.

9 Q. And what time was that game scheduled to commence
10 Pacific time?

11 A. 12:30 Pacific.

12 Q. And so, on that particular day, it would be
13 accurate, would it not, that from 12:30 until
14 approximately three and a half hours later, except for 45
15 minutes on the end and 45 minutes at the beginning, no
16 other Pac-10 team could be televised or cablecasted during
17 that window?

18 A. That is correct.

19 Q. And that would also be true of any Big Ten team?

20 A. Yes.

21 MR. HAUSER: Well, you're referring to home
22 games?

23 THE WITNESS: Yes, home games.

24 MR. HAUSER: Just to clarify that.

25 MR. CRIPE: Q. On the FSU-WSU game day, do you
26 recall what window Prime Ticket had selected?

1 time isn't the burden that it obviously would be here.

2 Q. So those would be games that, for example, on the
3 East would start at 12:45 but would be televised to the
4 West commencing at, say, 9:45 in the morning?

5 A. That is correct.

6 Q. Has the Pac-10 ever, to your knowledge, televised
7 or live cablecasted a home game which commenced between
8 the hours of 9:00 in the morning and 9:45?

9 A. I don't believe so.

10 Q. And why is that, sir?

11 A. That would be a very early hour at which to have
12 a football game played. We have gone as early as 10:30,
13 but not as early as 9:45.

14 Q. Included in the considerations, I take it, would
15 be less appetite by advertisers for those games starting
16 so early?

17 A. No, I think it would be very difficult to have
18 your stadium full of fans arrive at 9:00 in the morning.

19 Q. Do you know whether or not or are you aware of
20 any studies or any data on the issue of whether or not
21 advertisers would find games starting at between 9:00 and
22 9:45 in the morning on the West Coast to be a palatable
23 potential alternative for them?

24 A. I'm not aware of any studies.

25 Q. Are you aware of any studies that demonstrate or
26 purport to demonstrate during what day parts ABC, for

1 Oregon State?

2 A. That's correct.

3 Q. Does the Pac-10 Conference encourage its
4 constituent members to televise games on a local basis?

5 A. I think we're somewhat neutral on that. Those
6 are really institutional matters. It doesn't seem to me
7 that we have a history or record of urging that various
8 institutions televise for various reasons, and so it
9 wouldn't be for us to urge them one way or the other.

10 Q. Well, one of the significant purposes for which
11 the Pac-10 exists, as you indicated in your declaration,
12 is to, in effect, help increase the exposure of the
13 conference and its constituent members to the viewing
14 public in order to assist in recruiting and fund-raising
15 and bringing more and more prestige to the constituent
16 universities, correct?

17 A. Yes.

18 Q. And that happens, in your judgment, when a game
19 is televised either on a national basis or a regional
20 basis, correct?

21 A. That is correct.

22 Q. And the same principal would apply to a local
23 broadcast, would it not, on a lesser scale perhaps?

24 A. To a lesser scale.

25 Q. But the principals are the same. I mean, if you
26 have people who are watching, for example, potential

1 A. That is correct.

2 Q. Is Mr. Hendrix still employed by the Pac-10?

3 A. No, sir.

4 Q. By whom is he employed, if you know?

5 A. He is the executive director of the Detroit

6 Parade Association. That may not be the exact title, but

7 his organization -- Detroit puts on the annual

8 Thanksgiving Day Parade, and he is the executive director

9 of that organization.

10 Q. And is Mr. Muldoon still employed by Pacific-10

11 Conference?

12 A. Yes.

13 Q. In what capacity is he now employed?

14 A. Assistant commissioner for public relations.

15 Q. Sir, directing your attention to your

16 declaration, page two thereof, commencing at line six, I

17 quote, "Under its constitution,--'the purpose of the

18 Pacific 10 Conference is to enrich and balance the

19 athletic and educational experiences of student-athletes

20 and its member institutions, to enhance athletic and

21 academic integrity among its members, and to provide

22 leadership in support of its basic values.'" How does

23 that purpose differ from the purpose of the NCAA, as you

24 understand it, sir, if at all?

25 A. Well, I have not seen a statement of purpose of

26 the NCAA for some time, so what I'm about to say is

1 speculative. In general, our goals coincide with those of
2 the NCAA in that we're trying to promote athletic
3 enterprise within educational context at our member
4 institutions.

5 Q. You've been up for consideration, as I understand
6 it, to become the new director of the NCAA; is that
7 correct?

8 A. I was nominated. I am not a candidate.

9 Q. And you worked for the NCAA for a number of
10 years, ten years or so?

11 A. Sixteen.

12 Q. So you're very familiar with the purpose and the
13 function of the NCAA; fair enough?

14 A. With the functions and the general purpose, not
15 statement purposes.

16 Q. Can you give me any material differences that you
17 can think of as you sit here today between the purpose of
18 the NCAA and the purpose of the Pac-10 Conference?

19 A. Well, you have to start with the fact that that's
20 a national organization and we're a regional or a big
21 region. Other than that, it's to enhance the athletic
22 enterprise of those institutions, of the institutions
23 which comprise the membership.

24 The NCAA has many functions quite beyond what the
25 Pac-10 has in the area of national recordkeeping. It
26 creates playing rules, which we don't do, it has extensive

1 rules governing eligibility of students and many other
2 functions governing team eligibility for championships,
3 it has an enormous championship activity that far
4 transcends what we do, and that's one of its most complex
5 activities, and it deals with issues such as student
6 athlete safety and drug education, things of that nature,
7 that we don't get into except as a small adjunct of what
8 the NCAA may be doing.

9 Obviously, as a member of the conference, we're a
10 member of the NCAA, so we follow up on some of those
11 duties as a member, but it far transcends in many ways
12 what we do.

13 Q. Thank you. You state that "In furtherance of
14 this purpose, the members of the Pac-10 designate the
15 conference to enter into media contracts for the
16 television of Pac-10 sanctioned intercollegiate athletic
17 events." Is there a charter or an agreement pursuant to
18 which the Pac-10 Conference has its marching orders with
19 regard to negotiations or is there something that empowers
20 the Pac-10 Conference to do that?

21 A. In the first step, yes. In our constitution, it
22 says that we may, upon vote of the members, represent them
23 in achieving a television program. If they have voted to
24 have us do that, then each of them must participate in
25 that.

26 Q. And that constitution was adopted when?

1 A. I don't remember that.

2 Q. You don't remember anything like that?

3 A. No, sir.

4 Q. Do you recall the phrase "a national series time
5 period" at all?

6 A. No.

7 While you do that, excuse me for a moment.

8 MR. CRIPE: Sure.

9 (Whereupon a short recess was taken.)

10 MR. CRIPE: Back on the record.

11 Q. Why was it that you were at the head table during
12 this meeting on July 10, 1984?

13 A. Well, according to the document that we looked
14 at, it said I was a member of an ad hoc committee or a
15 subcommittee or something.

16 Q. And that was the football television planning
17 subcommittee, is it?

18 A. It's referred to that someplace and then we're
19 introduced as an ad hoc, so I don't know what it was.

20 Q. Based on your review of these notes of that
21 proceeding, sir, you were on the committee that had
22 drafted these questions and answers, were you not?

23 A. I don't know if the committee had done that. The
24 committee I believe -- it indicates we only looked briefly
25 at the first couple of pages. The committee had drafted a
26 plan and these were questions and answers about the plan.

1 I don't recall whether the committee did this or staff did
2 it.

3 Q. It says "Prepared by the NCAA Division I-A
4 Football Television Planning Subcommittee."

5 A. I hadn't seen that.

6 Q. That's the subcommittee you were on as you
7 reviewed these notes, correct?

8 A. It appears that that's the case, yes.

9 Q. I thought maybe I missed something there.
10 Notwithstanding the fact that you were on the subcommittee
11 that drafted Exhibit 11, you don't know what the question
12 and answer to number six is all about?

13 A. That is correct.

14 Q. I'd like to show you the second page, sir, and
15 ask you to read to yourself question number seven. Do you
16 have any understanding of that question and answer?

17 A. Well, it just simply says that, no, the NCAA may
18 not place limitations on any time period other than the
19 national series time period. We talked about the national
20 series time period. I don't remember what that means, but
21 that's what this particular question and answer says.

22 Q. Wasn't the national series time period a single
23 three and a half hour exclusivity window?

24 A. I don't remember.

25 Q. Take a look at question number eight and the
26 answer to number eight. Read that.

1 overlap proceedings?

2 A. Yes, sir.

3 Q. To the best of your recollection, have those
4 provisions changed in the 1992-93 negotiation which led to
5 the contract through the year 2000?

6 A. I think the Big Ten part of that changed in some
7 manner, but I can't remember. Obviously it was more of an
8 interest to them. The 45 minutes did not change.

9 Q. Now, with whom were your negotiations at ABC in
10 1984?

11 A. To the best of my recollection, the primary
12 parties there were Jim Spence, who was the number two
13 person -- I believe his title was something like executive
14 vice president of ABC Sports -- and Charles Lavery. I
15 have no idea what his title was.

16 Q. How about 1986?

17 A. I believe Mr. Spence was still there, but I'm not
18 positive. At some point about that time, somewhere in
19 there, there was a change in the ABC Sports management.
20 Dennis Swanson came in as president, Mr. Spence a year or
21 two later left, and Steve Soloman became primary
22 negotiator. David Downs now is the number two person and
23 was a participant in the most recent negotiations.

24 Q. So am I correct that you believe the principal
25 individuals with whom you would have negotiated in 1986
26 were either Mr. Spence or Mr. Soloman and you're just

1 unclear which of those two it was likely to have been?

2 A. I think Dennis Swanson would have been involved.
3 Had he come aboard, Mr. Soloman would have assisted
4 Mr. Swanson. Mr. Swanson has been a participant in some
5 phase of the negotiations since he became president of ABC
6 Sports.

7 Q. And so then, I take it, in the '89 negotiations,
8 the principal players for ABC would have been Mr. Swanson,
9 Mr. Soloman, and possibly Mr. Downs?

10 A. Yes, those three, I believe.

11 Q. And, in 1991, when the amendments were made, were
12 they also the principal negotiators?

13 A. Yes.

14 Q. In 1992-93, who were the principal negotiators
15 for ABC?

16 A. Swanson at some point in here, and those
17 negotiations were conducted over some period of time. At
18 some point in the process, I believe Mr. Soloman left and
19 then Mr. Downs -- Mr. Downs was probably most consistently
20 our contact.

21 Q. Is it accurate to state, sir, that ABC has
22 consistently, since 1984, insisted upon time period
23 exclusivity?

24 A. Yes.

25 Q. And is it correct that they insisted that there
26 would be time period exclusivity and that the Pac-10